

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of June, 1970, by and between ANACONDA ALUMINUM COMPANY, of Columbia Falls, Montana, party of the first part, and CLIFFORD F. SEDIVY, SR., and IDA S. SEDIVY, husband and wife, of Columbia Falls, Montana, parties of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the rents and covenants hereinafter mentioned and to be paid and performed by the said parties of the second part, as well as the other provisions contained herein, has demised, leased and let and by these presents does hereby demise, lease and let unto the said parties of the second part the following described property located in Flathead County, Montana, to wit:

That certain residence structure and appurtenant outbuildings heretofore occupied by the second parties in the Northwest Quarter of Section 27, Township 31 North, Range 20 West, M.P.M., together with an area of one (1) acre surrounding said residence property. Second party shall also have the use of the access road to said residence property now in existence across the said Northwest Quarter of the said Section 27.

TO HAVE AND TO HOLD, the above rented premises to the parties of the second part, their heirs, executors, administrators, and assigns for and during the full term of two years from and after the date hereof.

And the said parties of the second part, for themselves, their heirs, executors, administrators and assigns agree to and with the said party of the first part, to pay it, its successors or assigns, as rent for the above-mentioned premises, the sum of ~~\$1,300.00~~ ^{\$1052.50 - C.F.S.} for ^{J.S.S.} the first year of said term and the sum of \$903.00 for the second year of said term, said rent being payable at the end of each year of said term.

The parties of the second part hereby promise and agree to keep and maintain said residence property and structures in the same condition as they now are, reasonable wear and tear alone accepted, and to peaceably relinquish the rest of said residence structures at the end of said two (2) year term.

This lease is made upon the express condition, which shall constitute a covenant running with the land, that neither lessor nor any of its successors or assigns shall at any time be or become liable to lessees or their successors in interest or assigns for damages of any nature whatever to the leased premises, or to improvements, persons or animals now or hereafter located upon the leased premises, resulting from or in any way connected with the past, present or future operation by lessor of an aluminum reduction plant in the vicinity of the leased premises, and lessees for themselves, their heirs, legal representatives, successors and assigns do hereby waive and release lessor from any and all claims for damages, known or unknown, anticipated or unanticipated, and all liability by reason of such damages to persons or property which may have been or may be caused or occasioned at any time heretofore or hereafter, directly or indirectly, by the aforesaid operations of lessor. It is understood that the conditions, covenants and releases herein contained were reflected in the consideration paid lessees by lessor in a contemporaneous conveyance of certain real estate, of which the leased premises form a part, and are reflected in the rental payable by lessees in this lease.

And the said parties of the second part also covenant and agree to and with the said party of the first part, not to sublet the above-rented premises or property or any part thereof during the full term of this lease, without first obtaining the consent of the said party of the first part, its successors or assigns thereto.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

ANACONDA ALUMINUM COMPANY

By

John B. Sanderlin
Vice President
PARTY OF THE FIRST PART

Clifford F. Sedivy, Sr.
Clifford F. Sedivy, Sr.

Ida S. Sedivy
Ida S. Sedivy

STATE OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

I, B. E. Johnson, a Notary Public in and for the state and county aforesaid, do hereby certify that the foregoing lease was this day produced before me in the state and county aforesaid and acknowledged by John B. Sanderlin, Vice President of Anaconda Aluminum Company, to be the act and deed of Anaconda Aluminum Company by him as Vice President, and to be his act and deed as such Vice President.

Witness my signature this June 19, 1970.

B. E. Johnson
Notary Public, State at Large, Ky.
My commission expires Oct. 17, 1972